UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

In the matter of: L'Henri, Inc., d/b/a One Hour Martinizing, Respondent. Proceeding Under Section 3008 of the Solid Waste Disposal Act, as amended.	**CONSENT AGREEMENT AND FINAL ORDER** **Docket No. RCRA-02-2007-7101**

This is a civil administrative proceeding instituted pursuant to Section 3008 of the Solid Waste Disposal Act, as amended by various statutes including the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984 ("HSWA"), 42 U.S.C. §§ 6901 et seq. (referred to collectively as the "Act" or "RCRA"). The United States Environmental Protection Agency ("EPA") has promulgated regulations governing the handling and management of hazardous waste at 40 Code of Federal Regulations ("C.F.R") Parts 260-273.

Pursuant to Section 22.13 of the revised Consolidated Rules of Practice, 40 C.F.R. § 22.13(b), where parties agree to settlement of one or more causes of action before filing of a Complaint, a proceeding may simultaneously be commenced and concluded by the issuance of a Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

In a November 14, 2006 letter, EPA offered to enter into settlement discussions with Respondent without the issuance of a formal complaint in accordance with 40 CFR §22.13(b). In that letter EPA included a draft complaint that alleged that Respondent had violated requirements of RCRA and regulations concerning the handling and management of hazardous waste.

Complainant and Respondent agree, by entering into this CA/FO, that settlement of this matter upon the terms set forth in this CA/FO is an appropriate means of resolving the claims against Respondent without further litigation. This CA/FO is being issued pursuant to, and under authority of, 40 C.F.R. § 22.18(b). No adjudicated findings of fact or conclusions of law have been made.

FINDINGS OF FACT

1. Respondent is L'Henri, Inc., doing business as One Hour Martinizing, a corporation existing under the laws of the United States Virgin Islands since 1966 (hereinafter referred to as "Respondent" or "L'Henri").

2. For all times relevant to the matters alleged below and since at least 1980, Respondent has been engaged in a commercial dry-cleaning and laundry business at a facility located at Barbel Plaza, St. Thomas, United States Virgin Islands 00802 (the "One Hour Martinizing facility").

3. For a period including at least the three years prior to July 1, 2005, Respondent used a solvent-based fabric cleaning process and related processes, and in the course of such processes has utilized tetrachloroethylene (also know as perchloroethylene and commonly referred to as "perc") as the dry-cleaning solvent..

4. For a period including at least the three years prior to July 1, 2005, Respondent has generated both "solid waste" (as that term has been defined in Section 1004(27) of the Act, 42 U.S.C. § 6903(27),[1] and 40 C.F.R. §261.2), and "hazardous waste" (as that term has been defined in Section 1004(5) of the Act, 42 U.S.C. § 6903(5), and 40 C.F.R. §261.3), which wastes include the following:.

a. tetrachloroethylene contaminated waste distillation residues ("perc sludge");

b. spent tetrachloroethylene contaminated lint, button trap and spin disk filter wastes ("perc lint waste");

c. spent tetrachloroethylene contaminated separator wastewater ("perc wastewater");

d. tetrachloroethylene contaminated waste distillation residues containing spent tetrachloroethylene contaminated diatomatous earth filter media ("perc muck");

e. spent tetrachloroethylene contaminated cleaning rags ("perc-contaminated rags") (collectively sub-paragraphs "a" through "e" referred to as "perc waste"); and

f. spent fluorescent light bulbs containing mercury.

5. For a period including at least the three years prior to July 1, 2005, Respondent routinely generated at the One Hour Martinizing facility more than 100 kilograms ("kgs") but less than 1000 kgs of hazardous waste in a calendar month.

6. Pursuant to Section 3010 of RCRA, 42 U.S.C. § 6930, Respondent, by notification dated January 18, 1994 (the "1994 notification"), informed EPA that hazardous waste was generated at the One Hour Martinizing facility, and in response, EPA provided EPA Identification Number VI0000099838 for the One Hour Martinizing facility.

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[1] Any word or words defined with reference to statutory and/or regulatory provisions are subsequently used throughout this document as so defined.

7. On April 12, 2005, duly designated representatives of EPA conducted an inspection of the One Hour Martinizing facility (the "April 2005 inspection") for the purpose of determining Respondent's compliance with the requirements of RCRA and its implementing regulations in its operation at the One Hour Martinizing facility.

8. On or about August 3, 2005, EPA sent to Respondent a combined Notice of Violation ("NOV") and Request for Information ("Information Request Letter" or "IRL") pursuant to Section 3007 of RCRA, 42 U.S.C. § 6927. Since Respondent did not answer the IRL within the required time, on November 16, 2005, EPA sent to Respondent a second NOV, informing that Respondent had failed to respond in a timely manner, and attached a copy of the August 3, 2005 NOV and IRL. Thereafter, EPA received Respondent's response dated October 26, 2005.

9. For a period including at least the three years prior to July 1, 2005, at the One Hour Martinizing facility Respondent removed from service spent fluorescent light bulbs and disposed of same in a dumpster used for non-hazardous waste trash.

10. For a period including at least the three years prior to July 1, 2005, Respondent failed to determine (or to have a third-party determine on their behalf) whether the spent fluorescent light bulbs constituted a hazardous waste in accordance with the procedures set out in 40 C.F.R. § 262.11.

11. For a period including at least the three years prior to July 1, 2005, Respondent accumulated and stored at the One Hour Martinizing facility perc waste without having obtained a permit under Section 3005 of the Act, 42 U.S.C. § 6925 and 40 C.F.R. Part 270 for such storage (hereinafter such a permit referred to as a "RCRA permit") or without having qualified for "interim status" (as defined in Section 3005(e) of RCRA, 42 U.S.C. § 6925(e)) for said facility.

12. On or about April 8, 2001, Respondent shipped off-site approximately 48 containers totaling 1440 gallons and one-55 gal container, of perc waste.

13. For a period including at least the three years prior to July 1, 2005, Respondent failed to comply with the requirements set forth in 40 C.F.R. § 262.34 which must be satisfied to be exempt from the requirement to obtain a RCRA permit for the storage and accumulation of hazardous waste. Specifically Respondent failed to:

a. mark containers holding hazardous waste with the words "hazardous waste;"

b. mark containers holding hazardous waste with the dates when accumulation of such waste began;

c. notify hospitals with the properties of hazardous waste handled at the One Hour Martinizing facility;

d. post required information concerning an emergency coordinator;

e. provide required employee training concerning the proper waste handling of hazardous waste and emergency procedures related thereto.

14. For a period including at least the three years prior to July 1, 2005, Respondent treated and disposed of perc waste in an unauthorized manner (*i.e.* without a RCRA permit authorizing such treatment or disposal or having qualified for interim status).

15. As of the date of the April 2005 inspection, Respondent had been storing at the One Hour Martinizing facility for over 270 days perc sludge and perc wastewater in containers that were not closed, and hazardous waste was neither being added nor removed from such containers.

16. As of the date of the April 2005 inspection and at times prior thereto, Respondent failed to maintain and operate the One Hour Martinizing facility to minimize the possibility of any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil or surface water which could threaten human health or the environment, including:

a. disposing of spent fluorescent bulbs into a dumpster in a manner not adequate to prevent breakage, and thus facilitating the potential release of mercury vapor to the atmosphere;

b. storing tetrachloroethylene solvent in five full 55-gallon drums without secondary containment and adjacent to channels and floor drains leading to a drain in an alley;

c. having no spill control and decontamination;

d. storing drums holding perc sludge and perc wastewater without secondary containment and adjacent to channels and floor drains leading to an alley;

e. having perc vapor leaks in one of the dry cleaning machines;

f. having perc spill and lint waste residue in the equipment, flooring, and containers; and

g. having open perc sludge and muck transfer containers and brushes caked with perc-contaminated, hazardous waste residue.

17. For the off-site transportation of 48 containers (1440 gallons) of perc waste on or about April 8, 2001, Respondent (or someone acting on Respondent's behalf), as generator, prepared and certified to a "Uniform Hazardous Waste Manifest" on which:

a) the listed US DOT Identification Number was not the appropriate identification number;

b) the type of containers employed were not identified correctly;

c) no legible signature for the generator certification was present; and

d) no certification date was present.

CONCLUSIONS OF LAW

1. This is an action pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), to assess a civil penalty against Respondent for past violations of the requirements of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e, and to require future compliance with said requirements.

2. Respondent is a "person" within the meaning of Section 1004(15) of the Act, 42 U.S.C. § 6903(15), and 40 C.F.R. § 260.10.

3. For a period including at least the three years prior to July 1, 2005, Respondent was (and continues to be) a "generator" (as defined in 40 C.F.R. § 260.10) of perc waste, a hazardous waste.

4. For a period including at least the three years prior to July 1, 2005, pursuant to 40 C.F.R. § 260.10 Respondent in its operation of the One Hour Martinizing facility has been a "small quantity generator" (as defined in 40 C.F.R. § 260.10).

5. Respondent's failure to make the hazardous waste determination, as set forth in paragraph "10" of the Findings of Fact, above, constitutes a violation of 40 C.F.R. § 262.11.

6. Respondent's storage of perc waste in and at the One Hour Martinizing facility without having obtained a RCRA permit for said facility or without having qualified for interim status, as set forth in paragraph "11" of the Findings of Fact, above, constitutes a violation of each of the following provisions:

a. Section 3005 of the Act, 42 U.S.C. § 6925; and

b. 40 C.F.R. § 270.1.

7. Respondent's treatment or disposal of perc waste in and at the One Hour Martinizing facility without having obtained a RCRA permit for said facility or without having qualified for interim status, as set forth in paragraph "14" of the Findings of Fact, above, constitutes a violation of each of the following provisions:

a. Section 3005 of the Act, 42 U.S.C. § 6925; and

b. 40 C.F.R. § 270.1.

8. Respondent's failure to keep containers holding perc sludge and perc wastewater closed except when necessary to add or remove waste, as set forth in paragraph "15" of the Findings of Fact, above, constitutes a violation of 40 C.F.R. § 265.173(a).

9. Respondent's failures to maintain and operate the One Hour Martinizing facility to minimize the possibility of any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents, as set forth in paragraph "16" of the Findings of Fact above, to air, soil or surface water which could threaten human health or the environment, constitutes a violation of 40 C.F.R. § 265.31.

10. Respondent's failure to properly prepare a manifest, as set forth in paragraph "17" of the Findings of Fact, above, constitutes a violation of 40 C.F.R. § 262.20(a).

11. The requirement set forth in each of the provisions identified below constitutes a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e:

a. to make a hazardous waste determination, as set forth in 40 C.F.R. § 262.11;

b. to obtain a RCRA permit or to qualify for interim status for the storage of hazardous waste, as set forth in Section 3005 of the Act, 42 U.S.C. § 6925;

c. to obtain a RCRA permit or to qualify for interim status for the storage of hazardous waste, as set forth in 40 C.F.R. § 270.1;

d. to obtain a RCRA permit or to qualify for interim status for the treatment or disposal of hazardous waste, as set forth in Section 3005 of the Act, 42 U.S.C. § 6925;

e. to obtain a RCRA permit or to qualify for interim status for the treatment or disposal of hazardous waste, as set forth in 40 C.F.R. § 270.1;

f. to keep containers holding hazardous waste closed (except when adding or removing waste), as set forth in 40 C.F.R. § 265.173(a);

g. to minimize the possibility of any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents, as set forth in 40 C.F.R. § 265.31; and

h. to prepare properly a hazardous waste manifest, as set forth in 40 C.F.R. § 262.20(a).

AGREEMENT ON CONSENT

Based upon the foregoing, and pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 C.F.R. § 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, it is hereby agreed between Complainant and Respondent and Respondent voluntarily agrees that Respondent, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits: (a) admits the jurisdictional basis of this case; (b) neither admits nor denies the above "Findings of Fact" or "Conclusions of Law" as set forth in this document; (c) consents to the assessment of the civil penalty as set forth below; (d) consents to the issuance of the Final Order accompanying this Consent Agreement; and (e) waives its right to contest or appeal the Final Order.

It is further hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that the parties shall comply with the following terms and conditions:

1. Respondent shall submit payment of a civil penalty in the total amount of **FIVE THOUSAND ($5,000) DOLLARS,** to be paid in accordance with the schedule set forth in paragraph "2," below. Each payment shall be made payable to the **"Treasurer, United States of America,"** and shall be mailed to **EPA, Region 2 (Regional Hearing Clerk), P.O. Box 360188M, Pittsburgh, Pennsylvania 15251.** The instrument of payment shall be identified with a notation thereon listing the following: *In the Matter of* L'Henri, Inc., d/b/a One Hour Martinizing., Docket Number RCRA–02-2007-7101.

a. Failure to pay the amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

b. Furthermore, if any payment is not made on or before the date when such payment is made due under the terms of this document, interest for said payment shall be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, on the overdue amount from the date said payment was to have been made through the date said payment has been received. In addition, a late payment handling charge of $15.00 will be assessed for each thirty (30) calendar day period or any portion thereof, following the date any such payment was to have been made, in which payment of the amount remains in arrears. In addition, a 6% per annum penalty will be applied to any principal amount that has not been received by the EPA within ninety (90) days[2] of the date for which any such payment was required hereto to have been made.

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[2] For purposes of this CA/FO, days shall mean calendar days.

2. Payment shall be made as follows:

a. Respondent shall pay TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS within, but no later than, forty five (45) calendar days of the effective date (as defined in paragraph "48" of this section, below) of the Final Order accompanying this Consent Agreement (said date when such payment is to be sent referred to as "the first payment date").

b. Within, but no later than, ninety (90) calendar days after the first payment date, Respondent shall pay an additional TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS.

c. Each payment shall be in accordance with the instructions set forth in paragraph "1" of this section, above.

d. A copy of each payment Respondent has made (*e.g.*, a copy of each check submitted) shall be forwarded to each of:

Rudolph S. Perez
Assistant Regional Counsel
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

Karen Maples, Regional Hearing Clerk
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

3. If Respondent fails to make either of the above installment payments according to the terms and schedule set forth in this section, Respondent shall, in addition to any other penalties provided for herein, pay a stipulated penalty of TWO HUNDRED FIFTY ($250.00) DOLLARS for each installment penalty payment that is late or not paid. Respondent shall be responsible for any stipulated penalty that becomes due. Respondent shall follow the payment instructions set out in the paragraphs above of this section for any stipulated penalty to be paid. If Respondent, in writing sent certified mail, return receipt requested, demonstrates good cause for its failure to make timely payment in accordance with the specifications set forth herein, the EPA may, in its discretion, excuse Respondent from payment of a stipulated penalty.

4. The civil penalty provided for in this section and any stipulated penalty that might become due constitute a penalty within the meaning of 26 U.S.C. § 162(f).

5. Respondent has read this Consent Agreement, understands its terms, and consents to the issuance of the Final Order accompanying this Consent Agreement and consents to making

full payment of the civil penalty in accordance with the terms and conditions set forth above.

6. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable federal, territorial and local law and regulations governing the generation, handling, treatment, storage, transport and disposal of hazardous waste (hereinafter, "the management") at or from the One Hour Martinizing facility.

7. As of the effective date of this CA/FO and thereafter, Respondent shall make the required determination whether any and/or all of the solid wastes generated at the One Hour Martinizing facility constitute hazardous waste.

8. As of the effective date of this CA/FO, Respondent shall cease and desist from treating or disposing of hazardous waste at the One Hour Martinizing facility unless Respondent has by then obtained a hazardous waste permit for any such activity pursuant to Section 3005 of RCRA, 42 U.S.C. § 6925, and until such time as Respondent has obtained such a permit, it shall cease and desist from treating or disposing of any hazardous waste at the One Hour Martinizing facility .

9. As of the effective date of this CA/FO, Respondent shall:

a. Close and keep closed, except when adding or removing wastes, all hazardous waste containers;

b. Make such changes as necessary to achieve functional secondary containment for perc and perc waste storage tanks and containers, *i.e.* such changes necessary to prevent leaks and spills from entering the sewer system in an unauthorized manner, and from otherwise being improperly disposed; and

c. Manage its spent fluorescent bulbs as either hazardous or universal waste, pursuant to 40 C.F.R. §215.31 and 40 C.F.R. Part 273, Subpart B, respectively.

10. As of the effective date of this CA/FO, Respondent shall comply in its operations of and at the One Hour Martinizing facility with all conditions necessary to be exempt from the requirement to possess a RCRA hazardous waste permit for the temporary storage of hazardous waste, or, failing that, Respondent shall not store hazardous waste at the One Hour Martinizing facility until such time as it obtains a RCRA permit for such storage.

11. As of the effective date of this CA/FO, Respondent shall comply in its operations of the One Hour Martinizing facility with all other applicable federal requirements, statutory and regulatory, for hazardous waste generators.

12. As of the effective date of this CA/FO, if Respondent transports off-site, or offers for transportation off-site, any hazardous waste, it must prepare a manifest in accordance with the

instructions included in the appendix to 40 C.F.R. Part 262.

13. Respondent shall submit to EPA within thirty (30) days of the effective date of this CA/FO written notice of its compliance (accompanied by a copy of all appropriate supporting documentation) or noncompliance for each of the requirements cited in paragraphs "7" through "12" of this section, above. If Respondent is in noncompliance at that time with a particular requirement, the notice shall state the reasons for noncompliance and shall provide a schedule for achieving prompt compliance with the specifically identified requirement(s). If Respondent provides notice of its compliance, it shall certify to such compliance stating that, to the best of its knowledge, Respondent is in compliance with applicable provisions of RCRA and its applicable implementing regulations.

14. All responses, documentation, and evidence submitted in response to this CA/FO should be sent to:

Carl F. Plössl, CHMM, Environmental Engineer
RCRA Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway, 22nd Floor
New York, New York 10007-1866

Supplemental Environmental Project – SEP

15. Respondent agrees to perform a Supplemental Environmental Project ("SEP"). The parties have agreed to the scope and requirements of the SEP and have determined that Respondent shall expend not less than FORTY THOUSAND ($40,000.00) DOLLARS (the "SEP cost") on approved SEP-specific activities as outlined below.

16. Respondent agrees to implement the SEP in accordance with the terms and the schedule set forth in Paragraph "19," below, of this CA/FO. Any proposed changes to this SEP must be previously approved by EPA in writing.

17. The SEP will consist of four parts, each one set forth in a sub-paragraph below:

a. Respondent's installation, and operation, for a minimum of ten (10) years, of at least one alternative solvent cleaning machine and use of alternative cleaning solvent that have been previously approved in writing by EPA Region 2. Approval is herewith granted for the Columbia/Ilsa *Ipura*™ Model 440 Hybrid Class Hydrocarbon Dry-cleaning Machines ("*Ipura*" or "*Ipura(s)*") when used solely with either Chevron Phillips Chemical's *EcoSolv*® Drycleaning Fluid ("*EcoSolv*") or ExxonMobil Chemical's Drycleaning Fluid 2000™ ("*DF-2000*") high flashpoint hydrocarbon solvents (Class III-A solvents). Subsequent references to *Ipura* and hydrocarbon solvents shall also include such alternate

machine(s) and solvent(s) that may be later approved (in advance of Respondent entering into binding commitments) in writing by EPA, Region 2;

b. No later than one (1) year from the effective date of this CA/FO, Respondent shall arrange for and dispose of in accordance with the requirements of applicable law the Domini D40 Solar 3rd generation dry-cleaning machine. Prior to making any such arrangements, Respondent shall contact and seek approval from Carl Plössl, whose address is listed in paragraph "14" of this section, above.

c. No later than two (2) years from the effective date of this CA/FO, Respondent shall arrange for and dispose of in accordance with the requirements of applicable law any remaining perc-contaminated dry cleaning machine at the One Hour Martinizing facility. Respondent shall also provide by the same deadline for the proper disposition of any other remaining perc under its control. Prior to making any such arrangements, Respondent shall contact and seek approval from Carl Plössl, whose address is listed in paragraph "14" of this section, above.

d. Unless otherwise approved by EPA in writing, Respondent shall, no later two (2) years from the effective date of this CA/FO at the One Hour Martinizing facility cease all use of (or operations with) perc and/or any other solvents (including chlorinated solvents) that, when spent, would likely constitute a "hazardous waste" (as defined in Section 1004(5) of the Act, 42 U.S.C. § 6903(27), and 40 C.F.R. §261.3). Such solvents would include, but are not limited to, hydrocarbon solvents with a flash point less than 140°F / 60°C;

18. Respondent shall obtain and maintain all necessary permits to install and operate the *Ipura* (or other alternate-solvent cleaning machines as approved by EPA, Region 2 and to make any related modifications to the One Hour Martinizing facility as needed to meet federal, U.S. Virgin Island, and/or other local requirements.

19. The SEP terms and the schedule will consist of:

#	**Activity**	**Milestone**
1.	Submit to EPA sufficient proof of financing as needed to purchase and install the *Ipura(s)*.	No later than 45 days of the effective date of the CA/FO.
2.	Arrange for and make such modifications to the facility as needed to meet Fire Code requirements and to receive VI Fire Code/Fire Service permits.	No later than 150 days of the effective date of the CA/FO.

3.	Arrange for such prior-to-installation inspections, building plan reviews, and other activities as needed to meet Fire Code requirements.	No later than 150 days of the effective date of the CA/FO.
4.	Apply for such prior-to-installation permits as required by VI Fire Code/Fire Service and VI Department of Planning and Natural Resources.	No later than 150 days of the effective date of the CA/FO.
5.	Purchase, receive, and install at least one *Ipura*.	No later than 180 days of the effective date of the CA/FO.
6.	Apply for such post-installation permits as required by VI Fire Code/Fire Service and VI Department of Planning and Natural Resources.	No later than 240 days of the effective date of the CA/FO.
7.	Arrange for such post-installation inspections, building plan reviews, and other activities as needed to meet Fire Code requirements.	No later than 240 days of the effective date of the CA/FO.
8.	Complete installation, testing, and training in the use of the *Ipura(s)*.	No later than 300 days of the effective date of the CA/FO.
9.	Commence regular use of approved alternative solvent in the *Ipura(s)*.	No later than 300 days of the effective date of the CA/FO.
10	Post and maintain a clearly visible sign adjacent to all dry cleaning machine fill ports stating: "NOTICE: Only *approved EcoSolv, DF-2000* or other approved high flash point petroleum solvents approved by EPA may be used in this machine."	No later than 300 days of the effective date of the CA/FO.
11	Cease the use of any perc dry cleaning equipment (*i.e.*, washers and/or driers) at the facility other than the *Ipura(s)*. Complete the dismantling and disposal of all on-site perc, perc dry cleaning equipment and perc-contaminated wastes.	No later than two years of the effective date of the CA/FO.
12	Operate the *Ipura(s)* with approved solvents.	For at least 10 years starting not later than one year from the effective date of the CA/FO.

20. The Director of the Division of Enforcement and Compliance Assistance ("DECA") may grant an extension of the date(s) of performance or such other dates as are established in this CA/FO, where there is good cause for such extension. If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and be submitted to EPA (using same contact and address listed in paragraph "14" of this section, above) no later than 14 days prior to any milestone set forth in the schedule in paragraph "19" of this section, above, or such other dates as are established in this CA/FO.

21. The SEP to be implemented by Respondent has been accepted by Complainant solely for purposes of settlement of this civil administrative proceeding, and this CA/FO in no way limits Complainant's right to initiate any action against the Respondent regarding any statutory or regulatory violation(s) not addressed in this Consent Agreement.

22. Respondent hereby certifies that, as of the date of its signature on this Consent Agreement, Respondent is not required to perform the SEP pursuant to any federal, territorial or other local law, regulation or other requirement; that with the exception of this Consent Agreement, Respondent is not required to perform or develop the SEP described in paragraph "17" to "19," above by agreement, grant, or as injunctive relief in this or any other case; and that the Respondent had not planned before commencement of this enforcement action to perform any of the work that is part of the SEP. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP, and that to the best of its knowledge the SEP is in accordance with EPA's 1998 Final Supplemental Environmental Projects policy.

23. Respondent agrees to make the alternative solvent-cleaning machine available at reasonable times for viewing by other interested persons engaged in the dry-cleaning and laundry industry. Respondent also agrees to cooperate with EPA in any efforts to publicize its use of the machine and to provide information about the machine to those seeking to utilize an alternative solvent dry-cleaning machine. Any public statement, oral or written, made by Respondent with regard to the SEP shall include the following language: "This project was voluntarily undertaken in connection with a settlement of an enforcement action taken by EPA against L'Henri, Inc. (One Hour Martinizing) for alleged violations of federal hazardous waste regulations applicable to dry-cleaners."

24. Respondent shall provide EPA with progress reports, every three months, in a form previously approved by EPA (including e-mail), after the effective date of the CA/FO until EPA issues the Notice of Completion described in paragraph "26" of this section, below. Each progress report shall inform EPA of Respondent's efforts to achieve the milestones for the SEP, as noted in paragraph "19" of this section, above, and shall document the expenditures that Respondent has made in connection with the SEP (including detailing Respondent's purchase of any dry cleaning solvents). Where a report is submitted after three hundred (300) days of the effective date of the CA/FO, Respondent shall specifically note if it has utilized its old, perc-dry cleaning machines, how long such machines have been used, and the reason(s) for such use. Respondent shall send their progress reports to Carl Plössl at the address identified in paragraph

"14" of this section, above (or other previously approved address, including e-mail).

25. Within sixty (60) days after Respondent has completed the twelve steps of the SEP set forth in paragraph "19" of this section, above, as approved by EPA (except for the 10 year operating requirement), operated the *Ipura* for six months, and has expended at least the SEP cost (*i.e.* $40,000), Respondent shall submit a Final SEP Report to Carl Plössl at the address identified in paragraph "14" of this section, above. The Final SEP Report shall review and detail all actions taken to implement the SEP, detail all SEP-related expenditures, summarize the quantities and nature of all fabric-cleaning solvents purchased and used at the One Hour Martinizing facility, and provide any supporting documentation not already submitted to EPA. Respondent shall summarize all periods when the SEP-mandated machine(s) were not in use, the reasons for such disuse and Respondent's efforts to remedy this/these situation(s).

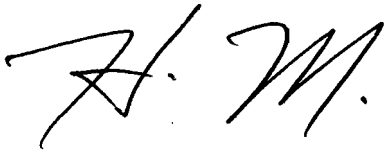
26. Following receipt of the Final SEP Report described in paragraph "25" of this section, above, EPA will either (i) accept the Final SEP Report and issue a Notice of Acceptance; or (ii) reject the Final SEP Report, notify the Respondent, in writing, of deficiencies in the Final SEP Report and grant Respondent an additional short period of time, which shall be reasonable under the then-existing circumstances (at a minimum 15 days), in which to correct any deficiencies in the implementation of the SEP or the Final SEP Report; or (iii) reject the Final SEP Report and find Respondent in violation of this CA/FO. If granted time to correct identified deficiencies in accordance with subsection (ii), Respondent shall do so and resubmit the Final SEP Report to EPA in a timely manner.

27. In all documents or reports, including without limitation, the Final SEP Report and the progress reports submitted to EPA pursuant to this CA/FO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate and not misleading by signing the following statement:

> "I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant potential penalties for knowingly submitting materially false information, including the possibility of fines and imprisonment."

28. If Respondent misrepresents any information to which it has certified pursuant to paragraph "27" of this section, above, EPA (or the United States acting on behalf of EPA) may initiate a criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.*, or any other applicable provision of law.

29. Respondent agrees that any failure to submit each progress reports and the Final SEP Report in accordance with the schedule set forth in paragraphs "24" and "25" of this section, above, shall be deemed a separate violation of this CA/FO and Respondent shall become liable for stipulated penalties for each such violation pursuant to Paragraph "34," below.



30. Respondent grants EPA and its authorized representatives access to inspect during reasonable business hours the location where the files and/or records related to the SEP are maintained (as more fully set forth in paragraph "31" of this section, below), and the location where the equipment has been installed and is being operated in order to confirm that the SEP is being performed satisfactorily and in conformity with the requirements herein and any representations made to EPA. Nothing in this paragraph or in this CA/FO is intended or is to be construed to limit or otherwise affect EPA's authority to perform inspections or take appropriate action pursuant to applicable statutory and/or regulatory authority.

31. Respondent shall maintain in one central location legible copies of documentation concerning the development, implementation, and financing of the SEP and documentation supporting information in documents or reports submitted to EPA pursuant to this CA/FO, including progress reports, and Final SEP Report required pursuant to paragraphs "24" and "25" (respectively) of this section, above. Respondent shall grant EPA and its authorized representatives access to such documentation and shall provide copies of such documentation to EPA within 10 days of Respondent's receipt of a request by EPA for such information, or within such additional time as is approved by EPA, in writing. The provisions of this paragraph shall remain in effect for five years from the effective date of this CA/FO or from three years from the date EPA issues the Notice of Acceptance as described in paragraph "26" of this section, above, whichever is later.

32. In the event Respondent fails to undertake good faith efforts to install and operate the *Ipura* within one year of the required deadline set forth in paragraph "19" of this section, above, or within any extensions of such deadline granted by EPA, Region 2, Respondent shall be liable for a stipulated penalty in the amount of TWENTY FIVE THOUSAND ($25,000.00) DOLLARS.

33. In the event that Respondent performs many but not all of the steps outlined in paragraph "19" of this section, above, to implement the SEP and fails within one year of the required deadlines to satisfy the requirements to expend the full SEP Cost on the SEP as determined by EPA, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

If Respondent: a) made good faith efforts to satisfy the SEP Cost requirements; and b) certifies, with adequate supporting documentation, that it made good faith efforts; and c) EPA agrees there were god faith efforts; and d) accepts such certification, then Respondent shall pay a stipulated penalty in an amount that is two times the amount EPA determines is deficient (i.e., the difference between the required SEP Cost and the amount EPA determines was properly expended).

34. If EPA determines that Respondent is liable to EPA for a stipulated penalty, such liability shall commence on the first day of noncompliance and continue through the final date of completion of the activity for which compliance is achieved. Simultaneous penalties shall accrue for separate violations of the Consent Agreement. Except as provided in Paragraphs "32," and "33," above, stipulated penalties shall accrue per day per violation for the following time periods,

and noncompliance with the following types of matters: (a) failure to comply with the requirements specified in paragraphs "7" through "10" and "12," of this section above; (b) failure to submit any progress report due every three months or failure to include required information in any progress report pursuant to paragraph "24," above (c) failure to submit in a timely manner the Final SEP Report or failure to include required information in the Final SEP Report pursuant to paragraph "25," above; (d) failure to revise any documents on schedule following receipt of comments pursuant to paragraph "26," above; (e) failure to include the required public statement or certification pursuant to paragraph "27," above; (f) failure to provide access to EPA and its authorized representatives to inspect the location where the equipment has been installed and is being operated pursuant to paragraph "30," above; and/or (g) failure to grant EPA and its authorized representatives access and/or provide records pursuant to paragraph "31," above.

STIPULATED PENALTY AMOUNTS

Period of Failure to Comply	Penalty Per Violation Per Day
1st to 10th day	$250
11st to 60th	$500
Each day in excess of 60 days	$1,000

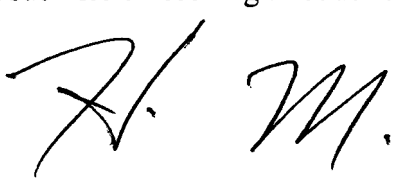
35. Unless Respondent provides EPA with a writing pursuant to Paragraph "36," below, all stipulated penalties are due and payable within forty-five (45) calendar days of the Respondent's receipt from EPA of a written demand for payment of the penalties. Respondent agrees that such demand may be mailed to Respondent via the following representative:

Nancy D'Anna, Esq.
P.O. Box 8330, Cruz Bay
St. John, U.S. Virgin Islands 00831-8330

All stipulated penalty payments shall be made in accordance with payment instructions in Paragraph "1," above. Penalties shall accrue as provided above regardless of whether EPA has notified Respondent of the violation or made a demand for payment, but need only be paid upon demand.

36. After receipt of a demand from EPA for stipulated penalties pursuant to the proceeding paragraph, Respondent shall have thirty (30) calendar days in which to provide EPA with a written explanation of why Respondent believes that a stimulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical, financial or other information that Respondent deems relevant).

37. The Director of DECA, Region 2 may, in his/her sole discretion (or in the sole discretion of someone delegated to act on his/her behalf), reduce or eliminate any stipulated penalty set forth in this CA/FO that is otherwise due, provided Respondent has in writing demonstrated to EPA, Region 2's satisfaction good cause for such action by EPA. If, after review of Respondent's written submission seeking a reduction or elimination, the Director (or



her delegate) determines that Respondent failed to comply with the provisions of this CA/FO, and the Director (or her delegate) does not eliminate or reduce the stipulated penalties demanded by EPA, the Director (or her delegate) will notify Respondent, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid. Respondent shall then pay the stipulated penalty amount indicated in EPA's notice within twenty (20) calendar days of receipt of such written notice from EPA.

38. At any time prior to Respondent's payment of stipulated penalties, the Director of DECA may, for good cause as independently determined by him or her, reduce or eliminate the stipulated penalties. If the Director makes such determination, EPA will notify Respondent in writing of the change

39. If Respondent believes it needs additional time to meet any milestone set forth in paragraph "19" of this section, above, Respondent shall write to EPA, Region 2, to state the grounds for its belief and also to set forth how much additional time it reasonably believes is required. Based on Respondent's written submissions, EPA, Region 2, will, in its sole discretion, determine whether the additional requested time is warranted. Should EPA have any concerns about Respondent's request for additional time, EPA will communicate with Respondent and provide it with an opportunity to discuss its request.

40. The determination of whether the SEP has been satisfactorily completed, whether Respondent has made a good faith, timely efforts to implement the SEP, whether Respondent has complied with all the terms of the CA/FO and whether costs are applicable to the SEP shall be in the sole discretion of EPA. Should EPA have any concerns about the satisfactory completion of the SEP, EPA will communicate in writing those concerns to Respondent and provide it with an opportunity to respond.

41. Failure to pay any stipulated penalty amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection

42. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve Respondent's liability for federal civil penalties for violations of the requirements cited in the Conclusions of Law, based on the facts set forth in the Findings of Fact

43. Respondent hereby waives its right to seek or to obtain any hearing on the terms and conditions set forth in the Consent Agreement and its accompanying Final Order and/or on the Findings of Fact or Conclusions of Law, above.

44. Respondent's payment of all penalties due under this settlement pursuant to 40 C.F.R. § 22.18(b), as required under paragraph "1" through "3" of this section, above, shall resolve Respondent's liability for federal civil penalties under Section 3008 of RCRA for violations of the requirements cited in the Conclusions of Law, based on the facts set forth in the Findings of Fact provided that full payment is made of all monies that become due pursuant to

paragraphs "32" to "36" above.

45. The effect of settlement described in paragraph "44," above, is also conditioned upon the accuracy of both the Respondent's representations to EPA, as memorialized in paragraph "22" of this section and its future representations to EPA pursuant to paragraphs "13, 24, 25, and 27," of this section.

46. Respondent's payment of any penalty in accordance with the requirements set forth in this document and any action taken in compliance with or otherwise in connection with this Consent Agreement shall not affect the right of the EPA or the United States to pursue appropriate injunctive or otherwise seek equitable relief or criminal sanctions for any violation(s) of law resulting from or pertaining to Respondent's management of hazardous waste at the One Hour Martinizing facility.

47. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any adjudicatory or administrative proceeding, except in an action, suit or proceeding to enforce this Consent Agreement or any of its terms and conditions.

48. Respondent voluntarily waives any right or remedy it might have pursuant to 40 C.F.R. § 22.8 to be present during discussions with, or to be served with and reply to any memorandum or other communication addressed to, the Regional Administrator of EPA, Region 2, or the Deputy Regional Administrator of EPA, Region 2, where the purpose of such discussion, memorandum or other communication is to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.

49. Pursuant to 40 C.F.R. § 22.31(b), the effective date of this CA/FO shall be the date when such document is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2.

50. The EPA shall bear the costs and fees the EPA has incurred in connection with this proceeding, and Respondent shall bear its costs and fees in connection with this proceeding.

51. The provisions of this CA/FO shall be binding upon Respondent, its officials, agents, authorized representatives and successors and assigns.

52. Respondent has read the foregoing Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance of the accompanying Final Order.

53. Respondent consents to service of a copy of this CA/FO upon Respondent through its representative as provided in Paragraph "35," above, by an EPA employee other than the Regional Hearing Clerk.

54. Respondent's undersigned signatory to this Consent Agreement certifies that: a) he

or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms and conditions of this Consent Agreement.

In re L'Henri, Inc., d/b/a One Hour Martinizing
Docket Number RCRA-02-2007-7101

RESPONDENT:

BY: Henry Magras

NAME: Henry Magras

TITLE: President, L'Henri, Inc.

DATE: 6/15/07

COMPLAINANT: BY: 1

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2

DATE: JUNE 26, 2007

In re L'Henri, Inc., d/b/a One Hour Martinizing
Docket Number RCRA-02-2007-7101

FINAL ORDER

The Regional Administrator of EPA, Region 2 (or anyone duly delegated to act on his behalf), concurs in the foregoing Consent Agreement in the case of *In the Matter of* L'Henri, Inc., d/b/a One Hour Martinizing, bearing Docket Number RCRA-02-2007-7101. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified and incorporated into this Final Order, which is hereby issued and shall take effect when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b) (3) and shall constitute an order issued under authority of Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).

DATE: July 13, 2007
New York, New York

ALAN J. STEINBERG
Regional Administrator
United States Environmental Protection Agency –
Region 2

In the Matter of L'Henri, Inc., d/b/a One Hour Martinizing
Docket Number RCRA-02-2007-7101

CERTIFICATE OF SERVICE

This is to certify that I have this day caused to be sent the foregoing Consent Agreement and Final Order bearing the above-referenced docket number in the following manner to the address listed below:

Copy by Certified Mail
Return Receipt Requested:

Nancy D'Anna, Esq.
P.O. Box 8330, Cruz Bay
St. John, U.S. Virgin Islands 00831-8330

Dated: JUL 18 2007
New York, New York

Mildred Bay

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NEW YORK 10007-1866

COPY

U.S. ENVIRONMENTAL PROTECTION AGENCY-REG.II
2007 JUL 19 PM 1:19
REGIONAL HEARING CLERK

JUL 18 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Nancy D'Anna, Esq.
P.O. Box 8330, Cruz Bay
St. John, U.S. Virgin Islands 00831-8330

Re: L'Henri, Inc. , d/b/a/ One Hour Martinizing -
Docket No.RCRA-02-2007-7101

Dear Ms. D'Anna:

Enclosed is a fully executed Consent Agreement and Final Order (CA/FO) that resolves the above-referenced matter. Please have your clients arrange payment of the civil penalty in accordance with the terms of the CA/FO.

Thank you in advance for your cooperation . Should you have any questions, please contact me at (212) 637-3220.

Sincerely,

Rudolph S. Perez
Assistant Regional Counsel

Enclosure